

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

November 2, 2012

OMB No.: 9000-0045
Expires: 11/30/2012

Public reporting burden for this collection of information is estimate to average 25 minutes per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

P AL (Legal name and business address) Manhattan Hunt A Joint Venture 5601 South 122nd East Avenue Tulsa, Oklahoma 74146-6912		TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
SURETY(IES) (Name(s) and business address(es)) Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059 Fidelity and Deposit Company of Maryland 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196 Zurich American Insurance Company 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196 Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183 Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116		STATE OF INCORPORATION Manhattan-Oklahoma / Hunt-Indiana	
		PENAL SUM OF BOND	
		MILLION(S) 148	THOUSAND(S) 371
		HUNDRED(S) 366	CENTS 00
		CONTRACT DATE 10/29/2012	CONTRACT NO. N40080-13-C-0151

OBLIGATION:




We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

Manhattan Hunt A Joint Venture		PRINCIPAL	
SIGNATURE(S)	1.  (Seal)	2.  (Seal)	3. (Seal)
NAME(S) & TITLE(S) (Typed)	1. Ted M. Baker Exec Vice President Manhattan Construction	2. William Morthland Executive Vice President Hunt Construction Group	3. Corporate Seal
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. (Seal)	2. (Seal)	
NAME(S) (Typed)	1. (Seal)	2. (Seal)	
CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	Federal Insurance Company 15 Mountain View Road, Warren, NJ 07059	STATE OF INC. Indiana
			LIABILITY LIMIT \$1,252,279,000.00
	SIGNATURE(S)	1.  (Seal)	2. (Seal)
	NAME(S) & TITLE(S) (Typed)	1. Kevin L. Hanover Attorney-In-Fact	2. (Seal)

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS	Fidelity and Deposit Company of Maryland 1400 American Lane, Tower I, 18th Floor Schaumburg, IL 60196	STATE OF INC. Maryland	LIABILITY LIMIT \$ 17,121,000.00	Corporate Seal
	SIGNATURE(S)	1. <i>Kevin L. Hanover</i>	2.		
	NAME(S) & TITLE(S) (Typed)	1. Kevin L. Hanover Attorney-In-Fact	2.		
SURETY C	NAME & ADDRESS	Zurich American Insurance Company 1400 American Lane, Tower I, 18th Floor Schaumburg, IL 60196	STATE OF INC. New York	LIABILITY LIMIT \$ 630,629,000.00	Corporate Seal
	SIGNATURE(S)	1. <i>Kevin L. Hanover</i>	2.		
	NAME(S) & TITLE(S) (Typed)	1. Kevin L. Hanover Attorney-In-Fact	2.		
SURETY D	NAME & ADDRESS	Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183	STATE OF INC. Connecticut	LIABILITY LIMIT \$ 165,208,000.00	Corporate Seal
	SIGNATURE(S)	1. <i>Kevin L. Hanover</i>	2.		
	NAME(S) & TITLE(S) (Typed)	1. Kevin L. Hanover Attorney-In-Fact	2.		
SURETY E	NAME & ADDRESS	Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116	STATE OF INC. Massachusetts	LIABILITY LIMIT \$ 1,042,363,000.00	Corporate Seal
	SIGNATURE(S)	1. <i>Kevin L. Hanover</i>	2.		
	NAME(S) & TITLE(S) (Typed)	1. Kevin L. Hanover Attorney-In-Fact	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1 This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. N40080-12-R-0153-0011	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 29-Oct-2012	PAGE OF PAGES 1 OF 55
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. N40080-13-C-0151		5. REQUISITION/PURCHASE REQUEST NO. ACQR2009339		6. PROJECT NO.	
7. ISSUED BY NAVAL FACILITIES ENG COMMAND 1314 HARWOOD ST. WASHINGTON DC 20374		CODE N40080	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7		
TEL:		FAX:	TEL:		
FAX:		FAX:			
9. FOR INFORMATION CALL:	A. NAME (b) (6)		B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i> (b) (6)		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> P8000-P8001 AMBULATORY CARE CENTER AND DENTAL CLINIC JOINT BASE ANDREWS, CAMP SPRINGS, MARYLAND					
11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>1500</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					12B. CALENDAR DAYS 15
13. ADDITIONAL SOLICITATION REQUIREMENTS:					
A. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by _____ <i>(hour)</i> local time _____ <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.					
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.					
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.					
D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
MANHATTAN HUNT A JOINT VENTURE
5601 S 122ND EAST AVE
TULSA OK 74146-6912

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
6SCA0

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT
\$148,371,366.00

23. ACCOUNTING AND APPROPRIATION DATA
See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified) 1

ITEM
Block 26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY
RO/CC ANDREWS
NAVAL AIR FACILITY
JOINT BASE ANDREWS
R536A NBR DGE STREET
ANDREWS AIR FORCE BASE MD 20762

CODE N40080

27. PAYMENT WILL BE MADE BY: CODE N68732
DFAS-CLEVELAND, NORFOLK ACCTS PAYABLE
P.O. BOX 996022
CLEVELAND OH 44199

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return 1 copies to issuing office).* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. REF:

☐ 29. AWARD *(Contractor is not required to sign this document.)*
Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual documents are necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
ALYSON L. HARBAGE / CONTRACTING OFFICER

30B. SIGNATURE

30C. DATE

TEL: 202-695-3222

EMAIL: alyson.harbage@navy.mil

31B. UNITED STATES OF AMERICA

(b) (6)

31C. AWARD DATE
29-Oct-2012

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 0001

The purpose of this amendment:

1. Your acquisition point of contact is changed to (b) (6), Contract Specialist at (b) (6); Alternate point of contact (poc) (b) (6), Contracting Officer at (b) (6).
2. Requests for Information (RFI) during the proposal preparation period shall be submitted by email to (b) (6). RFIs must be submitted in a WORD Document (not EXCEL) and submitted by the Prime Contractor only. Subcontractors with questions must submit them through the prime contractor.
3. Pre-Proposal conference and site visit scheduled for 06 June 2012 is postponed. The new date will be provided via amendment.
4. Attachment C has been revised to reflect the new acquisition points of contact.

ATTACHMENT C

1. IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factors 1 and 2. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

2. IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment C), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, (b) (6), via email at (b) (6) or alternate (b) (6) prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

AMENDMENT 0002

- (1) In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:
 - (a) FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) has been modified.
- (2) The following are attachments to Amendment 0002:
 - (a) Attachment 1: JBA Short Term Visit Request Info Form
 - (b) Attachment 2: Directions to Joint Base Andrews
 - (c) Attachment 3: Aerial Map for Directions to parking at Bldg 3755 from gates
- (3) All other terms and conditions remains unchanged.

AMENDMENT 0003

In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:

FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995), Item (e)

Change from:

(e) Participants shall submit the following to (b) (5) no later than 12 June 2012 by 1400:

*JBA Short Term Visit Request Form

*Provide a list of building and/or areas within buildings on the base that you would like the Government to consider making available during the site visit

Change to:

(e) Participants shall submit the following to (b) (5) no later than 11 June 2012 by 1700:

*JBA Short Term Visit Request Form

*Provide a list of building and/or areas within buildings on the base that you would like the Government to consider making available during the site visit

AMENDMENT 0004

(a) In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:

1. Incorporate modifications to the following clauses into Section 00700 Contract Clauses:

(a) FAR 52.222-23, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction

(b) FAR 52.225-11, Buy American Act-Construction Materials under Trade Agreement

(c) FAR 52.228-1, Bid Guarantee

2. Incorporate FAR 52.211-12 Liquidated Damages – Construction

3. Incorporate execution requirements associated with privatized wet utilities.

a. Terrapin Utility Services, Inc (TUSI) has exclusive rights to work on all existing wet utilities. Any new facilities/systems expected to connect to existing wet utilities must be coordinated with TUSI. In no event shall the contractor cap, connect to or otherwise touch TUSI's infrastructure with TUSI's express written permission. Please refer to Air Force Memorandum dated October 24, 2008, titled "MEMORANDUM FOR 316 CEP, 316 CEA, AND ALL CONSTRUCTION AGENTS" (Attachment 1) regarding requirements associated with the execution of new work.

4. Incorporate the following drawings:

- a. Ambulatory Highlighted Utilities and Connections, NAVFAC Drawing No. 13039502 (Vol 1 -Attachment 2, Vol 2- Attachment 3, Vol 3- Attachment 4)
 - b. Dental Clinic Highlighted Utilities and Connections, NAVFAC Drawing No. 13039500 (Attachment 5)
5. Incorporate revised Price Schedule (Attachment 6)
 6. Incorporate Questions and Answers (Attachment 7) via Amendment 0004.
 7. Incorporate 15 June 2012 Preposal Conference presentation and Site Visit Attendees List (Attachments 8 and 9) into the solicitation.
 8. Revise in its entirety **Section 00100 Price Schedule/Instruction to Offerors, Instruction to Offerors, Item 4** to read as follows:

"4. In accordance with DFARS 236.204, the magnitude of construction for this project is between \$100,000,000 and \$250,000,000. This project will be incrementally funded in accordance with DFARS 252.232-7007. The first allotment will be upon execution of contract. Additional funds will be allotted January 30, 2014."

- (b) The date for receipt of proposals is 10 July 2012 2:00 p.m. Eastern Standard Time
- (c) Offerors shall acknowledge this amendment in Block 19 of the Standard Form 1442 with their proposals.

AMENDMENT 0005

- (d) In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:

Incorporate Questions and Answers 20-46 (Attachment 1) via Amendment 0005.

- (e) The date for receipt of proposals is 10 July 2012 2:00 p.m. Eastern Standard Time
- (f) Offerors shall acknowledge this amendment in Block 19 of the Standard Form 1442 with their proposals.

AMENDMENT 0006

- (a) In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:

(1) Incorporate Questions and Answers 46-140 (Attachment 1) via Amendment 0006.

(2) Incorporate the following contract drawings and specifications:

- i. 850427 DWG_060-22-12, ACC, updated drawings index, foundation drawings, exterior details, door schedule, door details.
- ii. 850427 DWG_060-25-12, ACC, updated structural notes, foundation & framing plans, wall sections, door schedule, door/frame types, electrical site plan and communication plans.
- iii. 850427 DWG_060-27-12, ACC, updated interior signage details, interior elevations, equipment plans, typical equipment mounting heights
- iv. 850427 DWG_060-28-12, ACC, vols1-4, updated erosion & sediment control plans, site demolition plans, layout & utility plans, stormwater & sanitary sewer plans, temporary layout by phase, door & storefront schedules, medical gas risers & piping diagrams, electrical details & risers diagrams.
- v. 850427 SPC 08 71 00_06-22-12, ACC, updated Door Hardware specification
- vi. 850427 SPC 10 14 02_06-22-12, ACC, updated Interior Signage specification
- vii. 850427 SPC 01 73 19_06-22-12, ACC, updated Installation of Government Furnished Medical Equipment specification
- viii. 850427 SPC 06-27-12, ACC, updated Divisions 04, 05, 08 & 10 specifications
- ix. 850427 SPC 06-28-12, ACC, updated Divisions 00, 01, 02, 06, 08, 09, 11, 12, 13, 22, 23, 26, 27, 28, 31, 32 & 33 specifications.
- x. 850428 DWG_060-22-12, Dental Clinic, updated structural notes, foundation details, signage details
- xi. 850428 DWG_060-25-12, Dental Clinic, updated door/ frames types & elevations and telecommunication plans.
- xii. 850428 DWG_060-27-12, Dental Clinic, updated interior elevations and equipment plans, typical equipment mounting heights.
- xiii. 850428 DWG_060-28-12, Dental Clinic updated erosion & sediment control plans, site demolition plans, layout & utility plans, stormwater & sanitary sewer plans,
- xiv. 850428 SPC 01 73 19_06-22-12, Dental Clinic, updated Installation of Government Furnished Medical Equipment specification
- xv. 850428 SPC 08 71 00_06-22-12, Dental Clinic, updated Door Hardware specification
- xvi. 850428 SPC 10 14 02_06-22-12, Dental Clinic, updated Interior Signage specification
- xvii. 850428 SPC 06-27-12, Dental Clinic, updated Divisions 01, 04, 08, 10, 11 & 13 specifications

- xviii. 850428 SPC 06-28-12, Dental Clinic, updated Divisions 00, 01, 06, 08, 09, 10, 12, 22, 23, 26, 27, 31, 32 & 33 specifications.

- (3) Incorporate Revised Price Schedule
- (4) Revise in its entirety **Section 00100 Price Schedule/Instruction to Offerors, Instruction to Offerors, Item 6** to read as follows:

"6. Proposals shall be submitted by 24 July 2012 at 2:00 PM or as amended. Please provide the following:

TECHNICAL PROPOSAL: An original, four (4) copies, and one (1) compact disk of the technical proposal for Factors 1, 2, 3, 4, and Past Performance in a sealed envelope/package/box and marked in the bottom right corner, "TECHNICAL PROPOSAL SUBMITTED UNDER RFP N40080-12-R-0153 DO NOT OPEN IN MAIL ROOM." Identify the original proposal as "Original" on the Cover of the proposal. The TECHNICAL PROPOSAL shall be submitted in a three-ring binder with a table of contents and tabbed. The TECHNICAL PROPOSAL shall be in accordance with FAR 52.215-1 and include the following:

- (a) All information required by Factor 1, Relevant Experience
- (b) All information required by Factor 2, Relevant Experience of Offeror's Key Subcontractors
- (c) All information required by Factor 3, Safety
- (d) All information required by Factor 4, Small Business Utilization
- (e) All information required by Past Performance

PRICE PROPOSAL: An original, four (4) copies, and one (1) compact disk of the price proposal in a sealed envelope/package/box and marked in the bottom right corner "PRICE PROPOSAL SUBMITTED UNDER RFP N40080-12-R-0153 DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the Cover of the Proposal. The PRICE PROPOSAL shall include the following:

- (a) Standard Form (SF) 1442 (Solicitation Offer and Award) and acknowledgement of amendment(s)
- (b) Representations/Certifications-Section 00600 of RFP
- (c) Price Proposal Sheet
- (d) Breakdown of pricing in CSI (16 Section) format
- (e) Bid Guarantee

Address your reply as follows:

NAVFAC Washington
Attn: (b) (6)
1314 Harwood Street, SE, Bldg 212
Washington Navy Yard
Washington, DC 20374

If hand-delivering, please deliver to the 1st floor MAILROOM of Bldg 212 at the Washington Navy Yard. Visitors will first need to obtain a visitor's pass at the Visitors Office by entering the O St. SE & 11th ST, SE gate.

Facsimile copies will not be accepted.

****All proposals must be received prior to the due date and time. Any proposals submitted after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304-4.****

- (5) Incorporate the following provisions into Section 00600 Representations and Certifications:

FAR 52.230-1, Cost Accounting Standards Notices and Certifications
 FAR 52.230-7, Proposal Disclosure—Cost Accounting Practice Change
 FAR 252.247-7022, Representations of Extent of Transportation of Supplies by Sea

- (b) Offerors shall acknowledge this amendment in Block 19 of the Standard Form 1442 with their proposals.

AMENDMENT 0007

- (c) In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:

- (6) Incorporate Questions and Answers 141- 395 (Attachment 1) via Amendment 0007.

- (7) Revise Section 00100 Price Schedule/Instruction to Offerors, Instruction to Offerors, Item 6, **PRICE PROPOSAL** as follows:

Change from:

"PRICE PROPOSAL: An original, four (4) copies, and one (1) compact disk of the price proposal in a sealed envelope/package/box and marked in the bottom right corner "PRICE PROPOSAL SUBMITTED UNDER RFP N40080-12-R-0153 DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the Cover of the Proposal. The PRICE PROPOSAL shall include the following:

- (f) Standard Form (SF) 1442 (Solicitation Offer and Award) and acknowledgement of amendment(s)
- (g) Representations/Certifications-Section 00600 of RFP
- (h) Price Proposal Sheet
- (i) Breakdown of pricing in CSI (16 Section) format
- (j) Bid Guarantee

Address your reply as follows:

NAVFAC Washington
 Attn: (b) (6)
 1314 Harwood Street, SE, Bldg 212
 Washington Navy Yard
 Washington, DC 20374

If hand-delivering, please deliver to the 1st floor MAILROOM of Bldg 212 at the Washington Navy Yard. Visitors will first need to obtain a visitor's pass at the Visitors Office by entering the O St. SE & 11th ST, SE gate.

Facsimile copies will not be accepted. Electronically mailed proposals will not be accepted.

****All proposals must be received prior to the due date and time. Any proposals submitted after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304-4.****

Change to:

"PRICE PROPOSAL": An original and four (4) copies of the price proposal in a sealed envelope/package/box and marked in the bottom right corner "PRICE PROPOSAL SUBMITTED UNDER RFP N40080-12-R-0153 DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the Cover of the Proposal. The PRICE PROPOSAL shall include the following:

- (a) Standard Form (SF) 1442 (Solicitation Offer and Award) and acknowledgement of amendment(s)
- (b) Representations/Certifications-Section 00600 of RFP
- (c) Price Proposal Sheet
- (d) Bid Guarantee

Address your reply as follows:

NAVFAC Washington
Attn: (b) (6)
1314 Harwood Street, SE, Bldg 212
Washington Navy Yard
Washington, DC 20374

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Facsimile copies will not be accepted. Electronically mailed proposals will not be accepted.

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- (8) Incorporate General Decision Number MD120059 dated 06/15/2012 MD59.
- (9) Delete General Decision Number MD120082 dated 04/06/2012
- (10) Incorporate Revised EXHIBIT "A" EXPERIENCE PROJECT DATA SHEET – OFFEROR
- (11) Incorporate the following Continuation Sheets:
 - i. Section 00 01 15 List of Drawings, Amendment 2012-06-21
 - ii. Section 00 01 15 List of Drawings, Amendment 2012-06-25
 - iii. Section 00 01 15 List of Drawings, Amendment 2012-06-27

iv. Section 00 01 15 List of Drawings, Amendment 2012-06-28

- (d) The date for receipt of proposals is 24 July 2012 2:00 p.m. Eastern Standard Time
- (e) Offerors shall acknowledge this amendment in Block 19 of the Standard Form 1442 with their proposals.

AMENDMENT 0008

- (f) In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:
 - 1. Incorporate Questions and Answers 396-413 via Amendment 0008.
 - 2. Incorporate PDF listing "typical" model information in response to Item # 396, Questions and Answers
 - 3. Incorporate Revised Price Schedule
- (g) The date for receipt of proposals is 24 July 2012 2:00 p.m. Eastern Standard Time.
- (h) Offerors shall acknowledge this amendment in Block 19 of the Standard Form 1442 with their proposals.

AMENDMENT 0009

- (i) In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:
 - 1. Incorporate Justification and Approval for Use of Other Than Full and Open Competition (J&A No. 0001)
 - 2. Incorporate the following change to Price Schedule issued via Amendment 0008:

Delete "\$140" under Unit Price for Item 0001q. The Unit Price value shall be provided by the offeror.
- (j) The date for receipt of proposals is 24 July 2012 2:00 p.m. Eastern Standard Time.
- (k) Offerors shall acknowledge this amendment in Block 19 of the Standard Form 1442 with their proposals.

AMENDMENT 0010

(l) In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:

3. Revise in its entirety Section 00100 – Price Schedule/Instructions to Offerors, Evaluation Factors for Award, 3. Basis of Evaluation and Submittal Requirements for Price as follows:

Change from:

(a) Price:

(1) Solicitation Submittal Requirements:

1. Offerors shall submit their Price Proposal on Standard Form 1442 and the associated Price Schedule.
2. The Offeror shall provide proposed modification/change order percentage rates for field overhead, prime's overhead on subcontractors and prime's home office overhead, as follows:

Field Overhead rate (line 9) *	_____ %
Prime's Overhead rate on Subcontractors (line 27)	_____ %
Prime's Home Office Overhead (line 28)	_____ %

The Government will evaluate price proposals as follows: using Form 4330/43(8/88), 5% of the total bid price will be entered on Line 8 and 5% of the total bid price will be entered on Line 23. The Total Cost (Line 30) will be calculated using the above proposed rates. The total computed on Line 30 will then be added to the total price proposed by the Contractor. This sum will result as the Total Evaluated Price which will then be used to evaluate the Offer.

The Offeror is not required to calculate the evaluated price and submit the form. This information is provided only to describe how the Government will evaluate the price.

The above rates will become part of the successful contractor's resultant contract and will be applied to the direct costs of all contract modifications (additive or deductive) with a cumulative total value of up to 10% of the original contract award amount. Any modifications exceeding 10% of the original contract amount will be negotiated in accordance with FAR Part 15, DFARS Part 215, and any other applicable Federal regulation.

*Field Overhead will be evaluated as a percent mark-up and not a direct cost to the change proposal. Field overhead includes costs incurred at the jobsite incident to the performance of the work, such as the cost of superintendence. Overhead costs cover indirect costs incurred on this project that are chargeable only to this contract and timekeeping, clerical work, engineering, jobsite supervision, project manager, superintendent, general foreman, CQC Staff, field engineer, secretaries, change order estimators/negotiators, tool-shed keeper, supplies, office supplies, temporary protection, and/or maintenance, dust control, noise control, winter protection, barricades, (rented), haul road, clean-up, progress reports, equipment, superintendent's truck, truck for clean-up and fringe benefits for supervisory and administrative personnel.

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all options. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the

Government to exercise the option(s). Price Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

Change to:

(a) Price:

(1) Solicitation Submittal Requirements:

- a. Standard Form (SF)1442 (Solicitation Offer and Award) and acknowledgement of amendment(s)
- b. Representation/Certifications-Section 00600 of RFP
- c. Price Proposal Sheet
- d. Bid Guarantee

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all options. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Price Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

- 4. Delete General Wage Decision Number MD120059, Heavy, 06/15/2012.
- 5. Incorporate General Wage Decision Number MD MD120082, Building, 08/31/2012.
- 6. Incorporate the Revised Price Schedule.
- 7. Incorporate FAR Clause 52.232-99—Providing Accelerated Payments to Small Business Subcontractors (DEVIATION)

**52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS
SUBCONTRACTORS (DEVIATION 2012-00014) (AUGUST 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

(m) Offerors shall acknowledge this amendment in Block 19 of the Standard Form 1442 with their proposals.

AMENDMENT 0011

(a) In accordance with FAR 52.252-3, Alteration in Solicitation (APR 1984), portions of this solicitation are altered as follows:

1. Deleted General Wage Decision Number MD120082, Building, 08/31/2012 MD 82
2. Incorporated General Wage Decision Number MD120082, Building, 09/21/2012 MD82

(b) Offerors shall acknowledge this amendment by signing and dating Block 15 of the SF 30.

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	P8000-P8001 ACC AND DENTAL CLINIC FFP	148,371,366	Each	\$1.00	\$148,371,366.00

The contractor shall provide all labor, materials, equipment, transportation, coordination, and supervision necessary for the project entitled "P8000-P8001 Ambulatory Care Center and Dental Clinic, Joint Base Andrews, Camp Springs, MD" in accordance with specifications and drawings. The project provides for a complete and usable facility.

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR2009339

NET AMT

\$148,371,366.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA-Dental Clinic FFP				\$0.00

Funding Doc. No.: TMA FY 12BP11 CUSTOMER ACRN

FOB: Destination

MILSTRIP: TMA FY 12BP11

NET AMT

\$0.00

ACRN AA

CIN: 00000000000000000000000000000000

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	FUND: ACRN AB-Ambulatory Care Center FFP Funding Doc. No.: TMA FY 12BP11 CUSTOMER ACRN FOB: Destination MILSTRIP: TMA FY 12BP11				\$0.00
NET AMT					\$0.00
ACRN AB					(b) (4)
CIN: 000000000000000000000000000000					

AWARD INFORMATION

1. This firm fixed price design-bid-build construction services contract is awarded to Manhattan Hunt a Joint Venture in the amount of \$214,801,112. The contract is incrementally funded with the first increment of \$148,371,366 allocated at award. The second increment will be funded in FY 14 in the amount of \$66,429,746.
2. Option 0011 is unexercised and may be exercised within 365 calendar days after award.
3. The following is incorporated into this contract by reference:
 - a. Manhattan Hunt A Joint Venture's Technical proposal dated 24 July 2012, Price proposal dated 9 October 2012.
 - b. Amendments 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, and 0011.
4. Liquidated damages shall be assessed for each calendar day of delay of each separate part or stage of work or until completed or accepted. The liquidated damages amounts per phase is as follows:

Phase	Liquidated Damages Assessment Amounts
Phase I	\$71,400
Phase 2A North	\$2,800
Phase 2A South to 2A New Construction-1058	\$5,000
Phase 2A South to 2A New Construction-Main Building	\$14,900
Phase 2B	\$12,700
Phase 3 Demolition- Abatement	\$140
Phase 3 Medical Campus	\$8,950
Phase 3 Demolition- Remote	\$110

5. The contract completion date is August 29, 2016.
6. The total contract award amount is \$214,801,112 and is distributed as follows :

P8000-Ambulatory Care Center	Amount	P8001-Dental Clinic	Amount
BASE BID:CLIN 0001	(b) (4)	BASE BID:CLIN 0002	(b) (4)
OPTION 1: ITEM 0003	(b) (4)	OPTION 1: ITEM 0007	(b) (4)
OPTION 2: ITEM 0004	(b) (4)	OPTION 2: ITEM 0008	(b) (4)
OPTION 3: ITEM 0005	(b) (4)	OPTION 3: ITEM 0009	(b) (4)
OPTION 4: ITEM 0006	(b) (4)	OPTION 4: ITEM 0011	(b) (4)
Total P8000	\$196,429,746.00	Total P8001	\$18,371,366.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	29-AUG-2016	148,371,366	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A

Section 00100 - Bidding Schedule/Instructions to Bidders

PRICE SCHEDULE**Price Schedule**

ITEM NO	DESCRIPTION	PRICE
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0001	BASE BID: P8000 Ambulatory Care Center (ACC), Joint Base Andrews, MD.	
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0001a	All work in accordance with drawings and specifications, excluding work indicated in items 0001b thru 0001q	(b) (4)
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0001b	Provide unit pricing for concrete foundation demolition Specification Section: 02 41 00	
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Unit	# of Units	Unit Price
CY	18,468	(b) (4)

(b) (4)

0001c	Provide unit pricing for lead abatement Specification Section: 02 83 13.00 20	
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Unit	# of Units	Unit Price*
SF	8,035	(b) (4)

(b) (4)

*Unit price based on a lead lined door 21SF

0001d	Provide unit pricing for asbestos abatement of Mechanical Equipment Specification Section: 02 82 16.00 20	
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Unit	# of Units	Unit Price*
EA	105	(b) (4)

(b) (4)

*Unit price based on one vibration damper

0001e

Provide unit pricing for asbestos abatement
of Floor Tile and Mastic
Specification Section: 02 82 16.00 20

Unit	# of Units	Unit Price*
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SF	6,936	(b) (4)
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*Unit price based on one square foot of floor tile

0001f

Provide unit pricing for asbestos abatement
of Siding Panels
Specification Section: 02 82 16.00 20

Unit	# of Units	Unit Price*
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SF	900	(b) (4)
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*Unit price based on one square foot of panel

0001g

Provide unit pricing for asbestos abatement
of Duct Mastic
Specification Section: 02 82 16.00 20

Unit	# of Units	Unit Price*
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LF	1,560	(b) (4)
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*Unit price based on one linear foot of mastic

0001h

Provide unit pricing for PCB/Mercury abatement
Specification Section: 02 84 16

Unit	# of Units	Unit Price*
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SF	48,070	(b) (4)
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*Unit price based on two fluorescent fixtures in a 100SF room

0001k Provide unit pricing for shaft
length
Specification Section: 31 63 29

Pile Size	Unit	# of Units	Unit Price	
3'	LF	230	(b) (4)	(b) (4)
4'	LF	1,978	(b) (4)	(b) (4)
5'	LF	30,372	(b) (4)	(b) (4)

0001m Provide unit pricing for Integrity Load Test
Specification Section: 31 63 29

Unit	# of Units	Unit Price	
EA	5	(b) (4)	(b) (4)

0001n Not used

0001p Provide unit pricing for Load Test
Specification Section: 31 63 29

Unit	# of Units	Unit Price	
EA	22	(b) (4)	(b) (4)

0001q Provide unit pricing for removal of
hydrocarbons in the soil
Specification Section: 31 23 00.00 20

Unit	# of Units	Unit Price	
CY	84	(b) (4)	(b) (4)

0001r All wet utility work to be performed by Terrapin
Utility Services, Inc. (TUSI), which includes wet
utilities to be removed and/or relocated, tie-ins,
inspection of all wet utility construction and
engineering design review of the construction
documents.

Unit	# of Units	Unit Price	
EA	1	_____	<u>TBD</u>

Total Price For Items 0001a thru 0001r

\$195,026,746.00

0002

BASE BID:
P8001 Dental Clinic,
 Joint Base Andrews, MD.

0002a

All work in accordance with the drawings
 and specifications, excluding work
 indicated in items 0002b thru 0002e

(b) (4)

0002b

Provide unit pricing for shaft
 length
 Specification Section: 31 63 29

Pile Size	Unit	# of Units	Unit Price
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3'	LF	4,420	(b) (4)
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4'	LF	4,258	(b) (4)
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(b) (4)

(b) (4)

(b) (4)

(b) (4)

0002c

Provide unit pricing for Integrity Load Test
 Specification Section: 31 63 29

Unit	# of Units	Unit Price
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EA	2	(b) (4)
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(b) (4)

(b) (4)

0002d

Not Used

0002e

Provide unit pricing for Load Test
 Specification Section: 31 63 29

Unit	# of Units	Unit Price
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EA	7	(b) (4)
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(b) (4)

(b) (4)

0002f

All wet utility work to be performed by Terrapin Utility Services, Inc. (TUSI), which includes wet utilities to be removed and/or relocated, tie-ins, inspection of all wet utility construction and engineering design review of the construction documents.

Unit	# of Units	Unit Price	
EA	1		<u>TBD</u>

Total Price For Items 0002a thru 0002f

(b) (4)

Total Price For Items 0001 & 0002

\$213,063,112.00

0003

Option - Price for Item 0003 shall be the addition of the following to the **ACC**: Price for providing all work in connection with the installation of a fountain at the Main Entry (exterior) complete and usable in accordance with the RFP requirements, drawings, and specifications.

(b) (4)

0004

Option - Price for Item 0004 shall be the addition of the following to the **ACC**: Price for providing all work in connection with the installation of skylights complete and usable in accordance with the RFP requirements, drawings and specifications:

- a. Sectors J and J/K: Change unit skylights to metal-framed skylights;
- b. Sectors C and H: Add metal-framed skylights; and
- c. Sector K: Add unit skylights

(b) (4)

0005 **Option** - Price for Item 0005 shall be the addition of the following to the **ACC**: Price for providing all work in connection with the installation of a Smart Parking System in the parking garage, complete and usable in accordance with the RFP requirements, drawings and specifications.

(b) (4)

0006 **Option** - Price for Item 0006 shall be the addition of the following to the **ACC**: Price for providing all work in connection with the installation of pedestal pavers in the light wells, complete and usable in accordance with the RFP requirements drawings & specifications:

a. Light wells at Sectors C, H, J and K; Add protected membrane roofing system with pedestal pavers; and

b. Roof at Sector K: Add protected membrane Roofing system with pedestal pavers

(b) (4)

0007 **Option** - Price for Item 0007 shall be the addition of the following to the **Dental Clinic**: Price for providing all work in connection with the installation of site furnishings, complete and usable in accordance with the RFP requirements, drawings and specifications.

(b) (4)

0008 **Option** - Price for Item 0008 shall be the addition of the following to the **Dental Clinic**: Price for providing all work in connection with the installation of an exterior curved wall feature, complete and usable in accordance with the RFP requirements, drawings, and specifications.

(b) (4)

0009 **Option** - Price for Item 0009 shall be the addition of the following to the **Dental Clinic**: Price for providing all work in connection with the installation of full height (floor to ceiling) tile on walls in toilets, complete and usable in accordance with the RFP requirements, drawings and specifications:

(b) (4)

0010 **Option** - Price for Item 0010 shall be the addition of the following to the **Dental Clinic**: Price for providing all work in connection with the installation of Precast panels (exterior), complete and usable in accordance with the RFP requirements, drawings, and Specifications.

(b) (4)

0011 **Option** - Provide unit pricing for removal of Hydrocarbons in the soil
Specification Section: 31 23 00.00 20

Unit	# of Units	Unit Price
CY	1000	(b) (4)

(b) (4)

Total Price for Items 0001 thru 00011

\$214,871,112.00

Notes:

- (1) Offeror's shall provide a price for all items on the Price Schedule.
- (2) A firm fixed price is required for each item and no provision will be made for economic adjustments.
- (3) Options will be evaluated in accordance with FAR 52.217-5, Evaluation of Options.
- (4) Evaluation of the Options will not obligate the Government to execute any or all of the Options.
- (5) Should the Government choose to exercise any or all of Options, the contract completion date shall not change.
- (6) Items 0003 thru 0011 may be exercised at the time of award or within 365 calendar days after award. A firm fixed price is required for each option.
- (7) The Offeror's price is valid for at least 90 days from the receipt of proposals.

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-30	Davis-Bacon Act--Price Adjustment (None or Separately Specified Method)	DEC 2001

52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-2	Affirmative Procurement of Biobased Products Under ServiceJUL 2012 and Construction Contracts	
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984

52.236-25	Requirements for Registration of Designers	JUN 2003
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	FEB 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	JUN 2012
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.228-7004	Bonds Or Other Security	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7003	Payment for Mobilization and Preparatory Work	JAN 1997
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7007	Additive or Deductive Items	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.236-7009	Option for Supervision and Inspection Services	DEC 1991

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7012	Ordering Limitation	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **1,500 Calendar days after contract award**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of: **Phase 1 (\$71,400-\$71,450), Phase 2A North (\$2,750-\$2800), Phase 2A South to 2A New Construction 1058 (\$5,000-\$5,050), Phase 2A South to 2A New Construction Main Building (\$14,900-\$14,950), Phase 2B (\$12,700-\$12,750), Phase 3 Demolition-Abatement (\$140), Phase 3 Medical Campus (\$8,950-\$9,000), Phase 3 Demolition Remote (\$110)** for each calendar day of delay of each separate part or stage of work until completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

*The liquidated damages amount indicated above per phase are estimated ranges. The actual amount of liquidated damages per phase will be determined at contract award.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (DEC 2010)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors (see exception in paragraph (b) of this section) through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern is a small disadvantaged business concern certified by the Small Business Administration by using the Central Contractor Registration database or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) For subcontractors that are not certified as a small disadvantaged business by the Small Business Administration, the Contractor shall accept the subcontractor's written self-representation as a small disadvantaged business, unless the Contractor has reason to question the self-representation.

(c) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, in the Contractor's own format providing the same information, or accomplished through using the Electronic Subcontracting Reporting System's Small Disadvantaged Business Participation Report. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small Business Subcontracting Plan, reports shall be submitted with the final Individual Subcontract Report at the completion of the contract.

(End of clause)

52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
(MAY 2012)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"Free Trade Agreement country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \\\
Item 1:			
Foreign construction material....			
Domestic construction material....			
Item 2:			
Foreign construction material....			
Domestic construction material....			

 \1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$ 3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 15 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items

to be discussed.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far>

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.cb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.cb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: N40080-13-C-0151

(1) Document type. The Contractor shall use the following document type(s).

Navy Construction/Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection - N44889

Acceptance - N44889

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	10/29/2012
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40080
Admin DoDAAC	N44889
Inspect By DoDAAC	N44889
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N44889
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44889
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s) Accept By	N44889

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b) (6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

John Denton 301-394-2587

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.201-9300 Contracting Officer Authority (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. **The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation.** Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(END OF CLAUSE)

5252.209-9300 Organizational Conflicts of Interest.

ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

ALTERNATE I (JUN 1994). As prescribed in 9.507-2(b), add the following paragraphs to the basic clause:

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor

proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f). (End of clause)

5252.211-9301 Phased Construction Schedule.

PHASED CONSTRUCTION SCHEDULE (SEP 1996)

Within the overall project schedule, commence and complete the work in phases. Complete each phase of the work within the number of calendar days stated in the following schedule:

a. Schedule start day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.

b. Completion day: The day designated as the end of a given phase and the day the work in that phase must be completed; the number listed is the number of calendar days from the award of the contract.

c. Schedule:

Phase	Description	Schedule Start Day	Completion Day
1	Demolition: Partial Buildings 1058, 1075 Buildings 1061, 1063 Connector Between Buildings 1050 & 1058 New Construction: ACC Parking Garage Pedestrian Bridge ACC A-Wing and Lobby North Half of ACC B-Wing ACC Central Energy Plant Emergency Department Ambulance Shelter	28SEP2012	22AUG2014

Phase 2A North	Demolition: Building 1075 New Construction: Visitor Surface Parking Lot	27OCT2014	19MAR2015
Phase 2A South to 2A New Construction – 1058	Demolition: North Portion of Building 1050 New Construction: Renovation of Building 1058 ACC Connector	22DEC2014	15DEC2015
Phase 2A South to 2A New Construction – Main Building	Demolition: North Portion of Building 1050 New Construction: Remaining Portion of ACC B-Wing	22DEC2014	15DEC2015
Phase 2B	Demolition: South Portion of Building 1050 Buildings 1049 & 1052 New Construction: Dental Clinic	20MAR2015	20APR2016
Phase 3 Demolition – Abatement	Demolition: Building 1050 Abatement	15DEC2015	10FEB2016
Phase 3 Medical Campus	Demolition: Buildings 1050, 1053, 1055, 1056, 1057 Modular Buildings New Construction: ACC Ambulance Drive Loop Connector to Building 1051	11FEB2016	29AUG2016
Phase 3 Demolition - Remote	Demolition: Buildings 1601 & 1603	06JUN2016	29AUG2016

Notes:

1. Dates are contingent upon when Notice to Proceed (NTP) is issued. If NTP is not issued by 28SEP2012, the dates in this clause will have to be amended.
2. Descriptions listed are not comprehensive. Full Scope of Work is found in the Construction Phase Node Diagram and Narrative (Specification Section 01 11 00), and Phasing Sheets.

3. Government Group Setup & Moves as described and indicated in the contract documents shall be accommodated by the Contractor.

d. If the work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted.
(End of clause)

5252.228-9300 Individual Surety/Sureties.

INDIVIDUAL SURETY/SURETIES (JUN 1994)

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

(b) Debt Securities (Bonds) and Certificates of Deposit:

(1) List the type of bonds held and their maturity dates.

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address(es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

(1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner. (End of provision)

5252.228-9302 Bid Guarantee.

BID GUARANTEE (JAN 1996)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. The bid guarantee bond shall be accompanied by a copy of the agent's authority to sign bonds for the surety company. (End of provision)

ALTERNATE I – As prescribed in 28.101(a)(2), for indefinite quantity and JOC contracts, substitute "...largest amount for which award can be made..." in the basic provision with "...price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.101(a)(3), for combination firm fixed-price/indefinite quantity facility support service contracts where the firm fixed-price portion constitutes the guaranteed minimum, substitute "...largest amount for which award can be made" in the basic provision with either "...the firm fixed-price portion of the contract. If the firm fixed-price portion and a minimum amount of the indefinite quantity portion will constitute the guaranteed minimum, substitute "...largest amount for which award can be made" for "...the firm fixed-price portion and the guaranteed minimum amount of the Indefinite Quantity portion of the contract."

ALTERNATE III - As prescribed in 28.101(a)(4), for requirements solicitations, replace "...largest amount for which award can be made..." in the basic provision with "...price payable for the estimated quantity".

5252.228-9305 Notice of Bonding Requirements.

NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

X A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

 X A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228 9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 1,501 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

ALTERNATE I – As prescribed in 28.102-3-100(b), for indefinite quantity solicitations, substitute "contract price" in the basic provision with "the price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.102-3-100(c), for combination firm fixed-price/indefinite quantity solicitations where the firm fixed-price portion constitutes the guaranteed minimum, replace "contract price" in the basic provision with "the price payable for the firm fixed-price portion". Where the firm fixed-price portion and a percentage of the indefinite quantity portion will constitute the guaranteed minimum, substitute "contract price" in the basic provision with "the price payable for the firm fixed-price portion and the guaranteed minimum amount of the IQ portion".

ALTERNATE III - As prescribed in 28.102-3-100(d), for requirements solicitations, substitute "contract price" in the basic provision with "the price payable for the estimated quantity".

5252.236-9301 Special Working Conditions and Entry to Work Area.

SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (JUN 1994)

Denial of entry to the work areas under this contract may be required by the Government under certain circumstances where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2 hour denials and one 4 hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average 45 Minutes .

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Vehicles delivering construction materials will be inspected by guard force personnel while the driver is being processed for entry into the Limited Area. The driver and vehicle will then be escorted in the Limited Area by a Security Escort. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer. (End of clause)

5252.242-9300 Government representatives.

GOVERNMENT REPRESENTATIVES (OCT 1996)

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

 X The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

 The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

 The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration. (End of clause)

Section 00800 - Special Contract Requirements

GENERAL WAGE DECISION MD82

General Decision Number: MD120082 09/21/2012 MD82

Superseded General Decision Number: MD20100138

State: Maryland

Construction Type: Building

County: Prince George's County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number Publication Date

0	01/06/2012
1	01/13/2012
2	01/20/2012
3	02/17/2012
4	03/23/2012
5	03/30/2012
6	04/06/2012
7	05/25/2012
8	06/08/2012
9	06/15/2012
10	06/22/2012
11	07/06/2012
12	08/03/2012
13	08/17/2012
14	08/31/2012
15	09/21/2012

ASBE0024-007 10/01/2010

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.79	14.73
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Includes the application of all insulating materials,
protective coverings, coatings and finishes to all types of
mechanical systems

ASBE0024-010 10/01/2009

	Rates	Fringes
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ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from ceilings, floors, mechanical		
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systems, and walls).....\$ 18.85 7.10

BRMD0001-006 05/01/2011

Rates Fringes

TILE SETTER.....\$ 25.29 9.89

BRMD0001-011 05/01/2012

Rates Fringes

BRICKLAYER (Excluding
Pointing, Caulking and
Cleaning).....\$ 27.89 7.76

BRMD0001-012 05/01/2011

Rates Fringes

MASON - STONE.....\$ 32.88 13.99

BRMD0001-013 05/01/2011

Rates Fringes

TERRAZZO WORKER/SETTER.....\$ 26.04 9.89

CARP0132-017 05/01/2011

Rates Fringes

CARPENTER (Including
Acoustical Ceiling
Installation, Drywall
Hanging, Metal Stud
Installation and Form Work).....\$ 26.74 7.45

CARP1831-002 04/01/2012

Rates Fringes

MILLWRIGHT.....\$ 27.96 12.20

ELEC0026-021 09/01/2008

Rates Fringes

ELECTRICIAN (Communication
and Sound Equipment).....\$ 24.25 3%+6.87

* ELEC0026-022 06/04/2012

Rates Fringes

ELECTRICIAN (Including low
voltage wiring for and
installation of alarms, HVAC
controls).....\$ 39.75 14.29+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin
Luther King Jr.'s Birthday, Memorial Day, Independence Day,
Labor Day, Veterans' Day, Thanksgiving Day, the day after
Thanksgiving Day and Christmas Day.

ELEV0010-001 01/01/2012

Rates Fringes

ELEVATOR MECHANIC.....\$ 39.70 23.535+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas
Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate
for 5 years or more of service; 6% of basic hourly rate for
6 months to 5 years of service as vacation pay credit.

ENGI0077-017 05/01/2010

Rates Fringes

POWER EQUIPMENT OPERATOR:

Backhoe.....\$ 30.63 7.87+a
Bulldozer.....\$ 29.92 7.87+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration
Day, Independence Day, Labor Day, Martin Luther King's
Birthday, Veterans' Day, Thanksgiving Day, Friday after
Thanksgiving and Christmas Day.

IRON0005-005 06/01/2012

Rates Fringes

IRONWORKER, STRUCTURAL AND
ORNAMENTAL.....\$ 29.55 14.995

IRON0201-006 05/01/2012

Rates Fringes

IRONWORKER, REINFORCING.....\$ 26.50 16.68

LABO0710-008 04/01/2010

Rates Fringes

LABORER: Common or General.....	\$ 15.45	5.41
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 16.61	5.41
LABORER: Pipelayer.....	\$ 16.61	5.41

PAIN0051-014 06/01/2012

	Rates	Fringes
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GLAZIER

Glazing Contracts \$2		
million and under.....	\$ 24.17	9.36
Glazing Contracts over \$2		
million.....	\$ 27.14	9.36

PAIN0051-019 06/01/2012

	Rates	Fringes
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PAINTER

Brush, Roller, Spray and		
Drywall Finisher/Taper.....	\$ 24.14	8.91
Industrial.....	\$ 28.18	8.91

PLAS0891-005 07/01/2011

	Rates	Fringes
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PLASTERER.....	\$ 27.66	5.82
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PLAS0891-006 05/01/2010

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.58
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PLAS0891-008 08/01/2011

	Rates	Fringes
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PLASTERER (Fireproofing
Including Sprayer, Mixer, and
Handler)

Handler.....	\$ 15.00	3.89
Mixer/Pump.....	\$ 17.00	3.89
Sprayer.....	\$ 21.50	3.89

PLUM0005-010 08/01/2012

	Rates	Fringes
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PLUMBER.....	\$ 38.17	15.75+a
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a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-011 08/01/2012

Rates Fringes

PIPEFITTER (Including HVAC
Pipe and System Installation)....\$ 37.62 18.07+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2011

Rates Fringes

ROOFER.....\$ 26.60 8.98

SFMD0669-001 04/01/2012

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 30.53 17.47

SHEE0100-015 07/01/2012

Rates Fringes

SHEET METAL WORKER (Including
HVAC Duct Installation).....\$ 38.39 14.54

SUMD2010-092 08/04/2010

Rates Fringes

LABORER

Grade Checker.....	\$ 16.00	2.90
Landscape.....	\$ 9.23	0.00
Mason Tender - Brick.....	\$ 13.28	2.95
Mason Tender - Stone.....	\$ 14.03	0.00
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 14.15	0.00
Mortar Mixer.....	\$ 16.61	9.08

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement

structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....\$ 19.14

POWER EQUIPMENT OPERATOR:

Asphalt Roller.....	\$ 21.35	5.38
Bobcat/Skid Loader.....	\$ 18.05	8.78
Boom.....	\$ 21.44	8.29
Crane.....	\$ 20.95	6.18
Excavator.....	\$ 20.00	0.00
Forklift.....	\$ 16.00	5.12
Gradall.....	\$ 20.50	8.42
Grader/Blade.....	\$ 14.50	5.18
Loader.....	\$ 24.00	5.40
Paver.....	\$ 17.47	6.36
Roller excluding Asphalt....	\$ 17.60	3.88

TILE FINISHER.....\$ 17.87 7.32

TRUCK DRIVER

Dump Truck.....	\$ 15.90	1.12
Tractor Haul Truck.....	\$ 17.87	9.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that

classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

CLAUSES INCORPORATED BY FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001, 0003 through 0006 are incrementally funded. For these item(s), the sum of \$130,000,000 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any

event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract: \$148,371,366

January 30, 2014: \$66,429,746

*Contract Line Items and amounts will be provided at time of award.

(End of clause)

ACCOUNTING AND APPROPRIATION DATA

AA: 1720500 KA00 323 11205 0 068732 2A 130151

COST CODE: AA00C0034820

AMOUNT: \$18,371,366.00

CIN 000000000000000000000000000000: \$18,371,366.00

AB: 1720500 KA00 323 11205 0 068732 2A 34818

COST CODE: AB00C0013151

AMOUNT: \$130,000,000.00

CIN 000000000000000000000000000000: \$130,000,000.00